

-1-

PATENT NO.	ISSUED DATE	SERIAL NO.	FILING DATE	RECORDAL DATE	REEL/FRAME NO.
5,743,901	04/28/1998	08/648,212	05/15/1996	07/29/1996	8058/0913
5,527,350	06/18/1996	08/022,978	02/24/1993	02/13/1995	7339/0128
5,707,403	01/13/1998	08/636,286	04/23/1996	04/23/1996	7996/0079

EXHIBIT A

APR 22 '96 07:03PM WOLF GREENFIELD&SACK

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PO547/7011

ASSIGNMENT

... consideration - \$1.00 and other good and valuable considerations
 the receipt of which is hereby acknowledged, I, the undersigned Robert E. Grove and
 James Z. Holtz, hereby

Sell, assign and transfer to Star Medical Technologies, Inc., a California corporation
 having a place of business at 1429 Quarry Lane, Suite 100, Pleasanton, California
 94588, its successors, assigns and legal representatives, all hereinafter referred to
 as the Assignee, the entire right, title and interest for the United States and all
 foreign countries, in and to any and all inventions which are disclosed in the
 application for United States Letters Patent executed of even date herewith and
 entitled **METHOD FOR THE LASER TREATMENT OF SUBSURFACE BLOOD
 VESSELS**, and in and to said application and all divisional, continuing, substitute,
 renewal, reissue and all other applications for Letters Patent which have been or
 shall be filed in the United States and all foreign countries on any of said inventions;
 and in and to all original and reissued patents which have been or shall be issued in
 the United States and all foreign countries on said inventions including the right to
 apply for patent rights in each foreign country and all rights to priority.

Agree that said Assignee may apply for and receive Letters Patent for said inventions
 in its own name; and when requested, without charge to but at the expense of said
 Assignee, agree to carry out in good faith the intent and purpose of this assignment
 by executing all divisional, continuing, substitute, renewal, reissue, and all other
 patent applications on any and all said inventions, by executing all rightful oaths,
 assignments, powers of attorney and other papers, by communicating to said
 Assignee all facts known to me relating to said inventions and the history thereof,
 and generally by doing everything possible which said Assignee shall consider
 desirable for aiding in securing and maintaining proper patent protection for said
 inventions and for vesting title to said inventions and all applications for patents and
 all patents on said inventions, in said Assignee.

Hereby request the Honorable Commissioner of Patents and Trademarks to issue said
 Letters Patent to said Assignee.

Covenant with said Assignee that no assignment, grant, mortgage, license or other
 agreement affecting the rights and property herein conveyed has been made to

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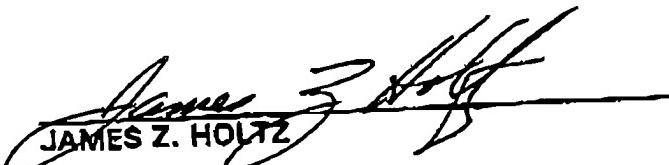
others by me, and that full right to convey the same as herein expressed is possessed by me.

Dated: 4/20/96
ROBERT E. GROVESTATE OF _____
COUNTY OF _____

Subscribed and sworn to before me this ____ day of _____

SEAL

Notary Public

Dated: 4/23/96
JAMES Z. HOLTZSTATE OF _____
COUNTY OF _____

Subscribed and sworn to before me this ____ day of _____

SEAL

Notary Public

53825.1

ASSIGNMENT

WHEREAS, COHERENT, INC., a corporation of the State of Delaware, with an address at 5100 Patrick Henry Drive, Santa Clara, California 95054, is the owner of the United States Letters Patents and Patent Applications listed on the attached Exhibit A, and

WHEREAS, ESC Medical Systems, Inc., a corporation of the State of Massachusetts, with an address at 100 Morse Street, Norwood, Massachusetts 02062, is desirous of acquiring the entire right, title and interest in and to said United States Letters Patents and Patent Applications listed on the attached Exhibit A thereof;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Coherent, Inc., by these presents, does hereby sell, assign, and transfer unto ESC Medical Systems, Inc., its entire right, title and interest in and to the said United States Letters Patent and Patent Applications listed on the attached Exhibit A, said United States Letters Patents and Patent Applications, including any divisions, continuations, continuations-in-part, reissues or reexaminations thereof and the right to claim priority therefrom, and/or file foreign counterparts/corresponding applications throughout the world based thereon, as well as the right to collect past damages, to be held and enjoyed by said ESC Medical Systems, Inc., its successors, legal representatives and assigns, for its own use, to the full end of any term for which said Letters Patents are granted, except as may be set forth on Exhibit A.

FURTHER, Coherent, Inc., hereby authorizes the Commissioner of Patents of the United States to issue to ESC Medical Systems, Inc., its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said inventions or any of them disclosed in said applications; agrees that said ESC Medical Systems, Inc., may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the United States patent applications under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, ESC Medical Systems, Inc., its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on

any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; and take any other reasonable actions which ESC Medical Systems, Inc., shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in ESC Medical Systems, Inc., its successors, assigns and legal representatives.

EXHIBIT A

Issued Patents

Matter Number	Patent Number	Issue Date
1092	5,037,421	8/6/91
1661	5,132,980	7/21/92
1094	B5,147,354	10/14/97
1260	5,062,842	11/5/91
1386	5,257,989	11/2/93
1387	5,300,066	4/15/94
1580	5,296,961	3/22/94
1581	5,341,238	8/23/94
1620	5,171,242	12/15/92
1721	5,136,676	8/4/92
1740	5,166,513	11/24/92
1760	5,312,398	5/17/94
1820	5,254,114	10/19/93
1910	5,280,536	1/18/94
1951	5,327,442	7/5/94
1970	5,257,992	11/2/93
1971	5,304,174	4/19/94
2130	5,360,447	11/1/94
2160	5,548,352	8/20/96
2220	5,304,172	4/19/94
2230	D341200	11/9/93
2250	5,321,715	6/14/94
2361	5,454,808	10/3/95
2421	5,558,667	9/24/96
2425	5,754,573	5/19/98
2426	5,911,718	6/15/99
2450	5,395,360	3/7/95
2470	5,558,666	9/24/96
2480	5,531,739	7/2/96
2481	5,578,029	11/26/96
2485	5,522,813	6/4/96
2571	5,772,657	6/30/98
2591	6,026,112	2/15/00
2610	5,743,902	4/28/98
2611	5,957,915	9/28/99
2630	5,634,737	6/3/97
2641	5,642,370	6/24/97
2643	6,096,031	8/1/00
2645	5,644,585	7/1/97
2651	5,640,412	6/17/97
2780	5,661,737	8/26/97
2970	5,852,626	12/22/98

3000	6,024,751	2/15/00
3010	6,156,049	12/5/00
3080	5,928,221	7/27/99
3290	6,120,498	9/19/00
3440	6,130,900	10/10/00
4020	5,527,350	6/18/96
4021	5,707,403	1/13/98
3350	6,193,711	2/27/01
8010	4,393,506	7/12/83
8030	4,652,083	3/24/87
8040	4,688,893	8/25/87
1891	5,336,216	8/9/94
2060	5,375,132	12/20/94
2065	5,659,563	8/19/97
2066	5,718,574	7/17/98
2821	5,729,643	3/17/98
2067	5,999,555	12/7/99
2068	6,115,396	9/5/00
2141	5,625,638	4/29/97
2171	6,135,995	10/24/00
2960	5,848,081	12/8/98
4000	5,743,901	4/28/98
KOWA	4,736,744	4/12/88
KOWA	4,759,360	7/26/88
KOWA	4,776,335	11/11/88
KOWA	5,425,729	6/20/95

Pending Applications

Matter Number	Application Number	Filing Date
2612	09/354,927	7/15/99
2646	09/592,324	6/13/00
3081	09/315,894	5/21/99
3740	09/538,787	3/30/00
3770	09/415,575	10/8/99
3880	09/550,096	4/14/00
3910	09/664,193	9/18/00
3960	09/655,535	9/5/00
4040	09/663,987	9/18/00
4070	09/615,493	7/13/00

4090	09/669,703	9/26/00
4230	09/765,183	1/18/01
3101	09/439,919	11/12/99
3630	09/478,728	1/6/00
3730	09/492,025	1/26/00
3750	09/371,637	8/11/99
3761	09/602,442	6/23/00
3780	09/526,149	3/15/00
4240	09/814,443	3/22/01
4245	09/814,445	3/22/01
4270	09/815,467	3/23/01
4280	60/276,713	3/16/01
4290	60/276,715	3/16/01
4170	EL816893413US	3/19/01
4180	09/738,523	12/15/00
4310	EL816895357US	4/19/01
4320	EL816895365US	4/19/01

The indicated patents and patent applications maybe jointly owned together with a third party. Only Assignor's rights in such patents and patent applications are being assigned hereby. Such patents and patent applications are transferred "as is" where is and without representations or warranties of any kind.

Attorney's United States express mail tracking number.

Dated:

April 27, 2001

By:

Scott H. Miller
Scott H. Miller

Title: Senior Vice President & General Counsel

Atty Docket No.: COHM-0000

Attachment: Exhibit A

State of California
County of Santa Clara

On April 27, 2001 before me, Yolanda O. Pagadian, Notary Public
personally appeared Scott H. Miller personally known to me
or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.



A handwritten signature of "Yolanda O. Pagadian" in cursive script.

Signature of Notary

SEAL

FEDERAL IDENTIFICATION
NO. 060155703**The Commonwealth of Massachusetts**

D-21

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF AMENDMENT
(General Laws, Chapter 156B, Section 72)

We, Louis Scaturi, *President / Vice President

and Patricia Scott, *Clark / Assistant Clerk

of PSI Medical Systems, Inc.,
(Exact name of corporation)

located at 300 Worcester Street, Norwood, MA 02062
(Street address of corporation in Massachusetts)

certify that these Articles of Amendment affecting articles numbered:

1 (one)

(Number those articles 1, 2, 3, 4, 5 and or 6 being amended)

of the Articles of Organization were duly adopted ~~at a meeting held on April 25~~ . 2001 , by vote of

1000 shares of common stock of 1000 shares outstanding,

shares of _____ of _____ shares outstanding, and

shares of _____ of _____ shares outstanding,

C
P
M
R.A.

¹being at least a majority of each type, class or series outstanding and entitled to vote thereon; ²or ~~being at least two-thirds of each type, class or series outstanding and entitled to vote thereon and of each type, class or series of stock whose rights are adversely affected thereby~~

⁴
 *Delete the inapplicable words **Delete the inapplicable clause
¹ For amendments adopted pursuant to Chapter 156B, Section 70
² For amendments adopted pursuant to Chapter 156B, Section 71
 Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side
 only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be
 made on a single sheet so long as each article requiring such addition is clearly indicated.

6 - 1 - 92 nk.

the number of shares and the par value (if any) of any type, class or series of stock which the corporation is authorized to issue.

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
		Common:		
		Preferred:		

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
		Common:		
		Preferred:		

Article I is amended by deleting the text thereof and substituting in lieu thereof the following:

The name of the corporation is:

Lumenis Inc.

This amendment will become effective when these Articles of Amendment are filed in accordance with General Law Chapter 136, Section 6 unless these articles specify, in accordance with the vote adopting the amendment, a later date, not more than thirty days after such filing, in which event the amendment will become effective on such later date.

In witness whereof, this 25 day of April, 2001.

*President / *Vice President

*Clerk / *Assistant Clerk

105136539.

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT
(General Laws, Chapter 156B, Section 72)

I hereby subscribe the within Articles of Amendment and, the filing fee in the amount of \$100 having been paid, said articles are deemed filed with me this 13th day of May

Effective date: _____

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

A TRUE COPY ATTEST

WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH
DATE 6/12/01 CLERK

TO BE FILLED IN BY CORPORATION
Photocopy of document to be sent to:

Yoel Neeman
Skadden, Arps, Slate, Meagher & Flom LLP
4 Times Square, New York, NY 10036
Telephone (212) 735-1000